



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

*Department of
Agricultural Commissioner/
Weights and Measures*

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Richard K. Iizuka
Chief Deputy

January 17, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#24 JANUARY 17, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVAL OF AGREEMENT #11-0323-SF WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR SUDDEN OAK DEATH STATEWIDE EMERGENCY RESPONSE (ALL DISTRICTS) (THREE VOTES)

SUBJECT

The Sudden Oak Death (SOD) Program provides for the detection, eradication, trace forward/trace back investigation, quarantine enforcement, administrative support, and training for the identification of *Pythophthora ramorum*, the fungus that causes SOD. Inspections are conducted at commercial nurseries, with early detection as the primary defense against the spread. There is no associated net County Cost.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner) to sign the attached agreement #11-0323-SF in the amount of \$104,275 for the term of July 1, 2011 through June 30, 2012, with the California Department of Food and Agriculture (CDFA) to continue the Sudden Oak Death (SOD) Control Program.
2. Authorize the Commissioner to amend the contract agreement in an amount not to exceed 10 percent of the original contract, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Your Board has approved similar agreements with CDFA since 2004. Approval of the recommended actions will enable the Department of Agricultural Commissioner/Weights and Measures (ACWM) to continue the SOD Control Program to prevent the spread of SOD within and from Los Angeles County (County).

The SOD Control Program, which calls for the inspection of nursery stock destined for interstate shipment, significantly affects plant growing nurseries, the County's number one agricultural industry. Without inspection and certification, nursery growers would be prohibited from shipping SOD host material interstate from California, resulting in a substantial financial loss to the County's plant producing nurseries.

ACWM has consulted and worked collaboratively with all shipping nurseries to assist in controlling the spread of this disease.

Implementation of Strategic Plan Goals

This agreement supports the Countywide Strategic Plan Goal 1: Operational Effectiveness. The SOD Control Program significantly enhances ACWM's ability to certify nursery plants shipped from the County. The United States Department of Agriculture (USDA) requires inspection of commercial nurseries moving plants interstate from California. ACWM's timely response to shipping certification requests benefits the County's agricultural industry.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding in the amount of \$104,275 for work performed by this Department for the period July 1, 2011, through June 30, 2012. As ACWM will use existing staff to perform the inspection work, which will be performed to the level of funding provided by the current agreement, the program will allow for full cost recovery and has no effect on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract applies to the period of July 1, 2011, through June 30, 2012.

Pursuant to the Plant Protection Act, the USDA issued a quarantine on April 9, 2004, to prevent the spread of SOD to non-infested areas of the United States. Nurseries may not ship regulated host plants interstate to uninfested areas until they have been inspected and it is determined there is no evidence of SOD infestation.

This agreement has been reviewed by County Counsel and is approved as to form.

This cooperative agreement is being presented for approval after the start of the fiscal year due, in part, to late issuance of the draft agreement by CDFA. The original draft agreement was not submitted by CDFA to ACWM until August 3, 2011. Other internal delays occurred in evaluating the draft agreement, submitting it to County Counsel for review, and in preparing Board correspondence, which ACWM will take measures to prevent in the future.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors

1/17/2012

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The recommended Board action will support the program services for the entire 2011-2012 Fiscal Year.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt E. Floren', with a long horizontal stroke extending to the right.

KURT E. FLOREN

Agricultural Commissioner, Director of Weights
and Measures

KEF:RKI:PJD:sl

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Auditor Controller

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

11-0323-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF LOS ANGELES

2. The term of this Agreement is: July 1, 2011 through June 30, 2012

3. The maximum amount of this Agreement is: \$104,275.00
One Hundred Four Thousand Two Hundred Seventy Five Dollars and
Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A:

5 Page(s)

- Recipient and Project Information
- Scope of Work

Exhibit B:

2 Page(s)

- Budget & Payment Provisions
- Budget

Exhibit C – General Terms and Conditions

2 Page(s)

Exhibit D – Federal Terms and Conditions

3 Page(s)

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN

County Counsel

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

RECIPIENT

RECIPIENT'S NAME (County's Name)
COUNTY OF LOS ANGELES

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91005

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

KATHY ALAMEDA, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:

Assistance includes regulatory enforcement activities in support of the federal Phytophthora ramorum regulation (7 Code of Federal Regulations, Section 301.92) and conducting emergency response activities as the result of detections of Phytophthora ramorum in nurseries and the environment.

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Steve Koehler	Name:	Kurt Floren
Section/Unit:	PHPPS/Pest Exclusion	Section/Unit:	County of Los Angeles
Address:	1220 N Street, Room 325	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Arcadia, CA 91005
Phone:	916-654-0312	Phone:	626-575-5451
Email Address:	steve.koehler@cdfa.ca.gov	Email Address:	losangag@acwm.lacounty.gov

3. For a detailed description of work to be performed and duties, see Scope of Work.
4. The Grant Agreement with the Federal Government supporting this Agreement is 11-0156-FR. The Catalogue of Federal Domestic Assistance Number is 10-025.

Scope of Work

***Phytophthora ramorum* Contract for Regulated Counties July 1, 2011-June 30, 2012**

Contractor agrees to provide the services described herein:

The County agrees to perform the listed activities in order to:

- Implement Federal Domestic Quarantine 7 CFR 301.92
- Conduct emergency response activities as a result of detections of *Phytophthora ramorum* in nurseries

For each county, the scope of work will include, as appropriate, the activities described below:

1. Eradication
2. Trace-Forward/Trace-Back Investigation
3. Quarantine Enforcement
4. Other (communication, administrative support)

1) Eradication

All detections of *P. ramorum* in production/wholesale nurseries in regulated counties must be eradicated following the procedures outlined in the USDA Confirmed Nursery Protocol (http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/protocols.shtml#diag). Eradication activities include destruction, delimitation, and sanitation procedures, and trace-forward and trace-back record auditing. Trace-forward procedures and eradication procedures at *P. ramorum*-positive nurseries are outlined in Pest Exclusion Advisories 07-2008 (http://www.cdfa.ca.gov/countyag/postings/files/PEA_07-2008_Acti.pdf) and the USDA Trace Forward Protocol (http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/protocols.shtml#diag).

2) Trace-Forward/Trace-Back Investigation

Whenever *P. ramorum* is detected in a nursery, county agricultural commissioners will be supplied with trace-back records in an effort to determine the source of the infection. Trace-back activities include inspection of source nurseries for symptomatic plants, collection and submission of samples, and any other regulatory activities, such as issuing hold notices and submitting inspection results to Sacramento Pest Exclusion. Trace-forward requirements are outlined in USDA Trace-Forward Protocol (http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/protocols.shtml#diag).

3) Quarantine Enforcement

The Federal Domestic Quarantine 7 CFR 301.92 (<http://pi.cdfa.ca.gov/pqm/manual/pdf/224.pdf>) requires that all nurseries that ship plants interstate be inspected for symptoms of *P. ramorum* and, if shipping hosts and associated hosts, must be sampled and tested for *P. ramorum*. Regulatory activities associated with inspecting and sampling include issuing hold notices, processing samples for submission to the Plant Pest Diagnostics Laboratory through the Laboratory Reservation System (instructions contained in Pest Exclusion Advisory 33-2004,

http://www.cdfa.ca.gov/countyag/postings/files/PEA_33-2004_Sudd.pdf) and entering data into PDR database.

Qualifying host shipping nurseries will be issued a compliance agreement to ship hosts and associated hosts interstate. Qualifying non-host shipping nurseries may be provided an informational document regarding their authorization to ship non-hosts interstate. All nursery information will be entered into the Nursery Inspection Survey Data System (NISDS). Instructions for entering nursery information are contained in Pest Exclusion Advisory 33-2004 (http://www.cdfa.ca.gov/countyag/postings/files/PEA_33-2004_Sudd.pdf).

On-going compliance inspections and record monitoring will be necessary for all nurseries under a compliance agreement, and on-going monitoring will be required for all nurseries authorized to ship non-hosts interstate.

4) Reporting

The county will utilize the on-line County *P. ramorum* Monthly Report system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx>) to submit a monthly report. Monthly reports need to be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Erin Lovig at Erin.Lovig@cdfa.ca.gov or by calling (916) 654-0312.

5) Invoicing/Reimbursement

The county shall submit monthly an itemized invoice, on county letterhead (**Appendix A**). All invoices shall be submitted to the CDFA Program Contract Manager. Receipts for purchases do not need to be submitted to CDFA, but must be retained by the county for audit purposes. Send itemized invoices to:

California Department of Food and Agriculture
Attn: Steve Koehler
Pest Exclusion Branch
P. ramorum Program
1220 N Street, Room 325
Sacramento, CA 95814

Counties may also send the invoices via email to Steve.Koehler@cdfa.ca.gov. Questions about invoicing/reimbursement can be directed to Steve Koehler via email or by calling (916) 654-0312.

**Scope of Work for *Phytophthora ramorum*
In Regulated Counties
July 1, 2011 - June 30, 2012**

**Appendix A
Sample Invoice**

California Department of Food and Agriculture

Attn: Steve Koehler
P. ramorum Program
1220 N Street, Room 325
Sacramento, CA 95814

SOD Statewide Emergency Response in Regulated Counties

Contract #
Budget Display FY 2011/2012
Invoice for Period from 00/00/00 to 00/00/00

Personnel Services

Name/Classification	Hours	Hourly Rate	Total Salaries	Totals
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
Total Hours	0.00	Total Salaries	0.00	

Total Personnel Services 0.00
Indirect (up to 25% of Personnel Services) 0.00
Total Personnel Costs: 0.00

Operating Expenses

Supplies 0.00
Total Operating Expenses: 0.00

Vehicle Usage	Miles	Rate	
Vehicle Mileage =	0.00	0.000	0.00
.51 cents - County owned or personal vehicles			Total Mileage Cost: 0.00

Total Operating Expenses 0.00
Grand Total: 0.00

Contract Amount	0.00
Billed to Date	0.00
Balance	0.00

EXHIBIT B

BUDGET AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.

Original invoices shall include the Agreement Number, dates-of-service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

- B. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted within thirty (30) days after the end of each month in which work under this Agreement was performed to the CDFA Agreement Manager.
- C. A final invoice will be submitted for payment no more than thirty (30) days following the expiration date of this Agreement, unless an alternate deadline is agreed to by the CDFA Agreement Manager. The invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

2. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the State Budget Act for purposes of this program, the State will have the option to either cancel this Agreement with no liability occurring to the State, or offer to amend the Agreement to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 – The California Prompt Payment Act.

4. Allowable Line Item Shifts

- A. Upon approval of the CDFA Agreement Manager, line item shifts of up to ten percent (10%) of a budget category amount are allowed without changes to Exhibit B, Budget, so long as the annual Agreement total dollar amount neither increases nor decreases.
- B. The Recipient shall obtain approval from the CDFA Agreement Manager when a line item shift amount is over ten percent (10%).

5. Allowable Expenses/Fiscal Documentation

- A. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 220, 225 and 230 or Federal Acquisition Regulation 48 CFR 31.2.
- B. The Recipient will maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the State under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in Title 2, California Code of Regulations, Sections 599.619 and 599.630.
- D. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations. All international travel must comply with the "Fly America Act" U.S.C. Title 49 § 40118, government-financed air transportation.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

6. Budget

For a detailed budget for all work to be performed under the Scope of Work, see attached Budget.

Workplan for Sudden Oak Death Statewide Emergency Response
Regulated Counties
FY 2011/2012
July 1, 2011 through June 30, 2012



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

County: Los Angeles County
 Date: May 23, 2011
 *Cost Per Hour: \$51

Activity	Number of Facilities Requiring Activity	Estimated Visits/Year/Facility	Estimated Hours/Visit	Total Est. Hours	Estimated Annual Cost
Eradication					
Implementation of Confirmed Nursery Protocol	2		10	10	\$10,200
Implementation of Retail Confirmed Nursery Protocol				0	\$0
Trace Forward/Trace Back Survey					
Regulatory Activity for Trace Forward/Back Investigations	20		1	5	\$5,100
Quarantine Enforcement					
Regulatory Activities at Host Nurseries	43		4	5	\$43,860
Regulatory Activities at Non-Host Nurseries	2		1	2	\$204
Other					
Administrative Support	N/A		N/A	400	\$20,400
					TOTAL HOURS
					1564
					TOTAL PERSONNEL COSTS
					\$79,764
Overhead (Indirect Costs) --- Not to exceed 25% of Total Personnel Costs					
Enter Overhead Percentage: 25%					\$19,941
Miscellaneous					
Supplies					
Vehicle Usage					
Enter Estimated Miles: 7000	Rate Per Mile: \$0.51				\$3,570
TOTAL COST:					\$104,275

*Figure must match the rounded figure on your "Cost Per Hour Worksheet". You must submit your "Cost Per Hour Worksheet" with your workplan.

All dollars and figures entered on this page must be whole numbers with the exception of the "Rate Per Mile" for vehicle usage and "Overhead Percentage". You must round your "Overhead (Indirect Costs)" and "Estimated Annual Cost" for vehicle usage to whole dollars.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for work performed prior to the commencement date or completed after the termination date of this Agreement.

2. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the CDFA, in the form of a form of writing.

3. Indemnification

Recipient agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Recipient in the performance of this Agreement.

4. Disputes

Recipient will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient will file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. The Notice of Dispute will contain the Agreement number. Within ten (10) days of receipt of the Notice of Dispute, the Agency Secretary, or Designee, will meet with the Recipient, CDFA Program Management, and Federal Funds Management for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee will be final. In the event of a dispute, the language contained within this Agreement will prevail.

5. Potential Contractors

If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, will create any contractual relation between the State and any contractors, and no contract will relieve the Recipient of their responsibilities and obligations hereunder. The Recipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient. The Recipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the Recipient. As a result, the State will have no obligation to pay or to enforce the payment of any moneys to any contractor.

6. Independent Recipient/Contractor

Recipient, and the agents and employees of Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.

7. Recycling Certification

The Recipient will certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision will specify that the cartridges so comply (Pub. Contract Code §12205).

8. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family care leave.

Recipients and contractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement.

Recipient will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

9. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable Federal and State laws.

10. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

11. Excise Tax

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

12. Right to Terminate

CDFA reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Recipient. The Recipient may submit a written request to terminate this Agreement only if CDFA substantially fails to perform its responsibilities as provided herein. However, the Agreement can be immediately terminated for cause.

13. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Recipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed necessary by the State. All costs to the State will be deducted from any sum due the Recipient under this Agreement and the balance, if any, will be paid to the Recipient upon completion of the work.

14. Reporting Requirements

Recipient agrees to complete all reporting requirements listed in Exhibit A, Scope of Work.

15. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

16. Amendments

Changes to Exhibit A, Scope of Work, Exhibit B, Budget, or the Agreement term, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than thirty (30) days prior to the requested implementation date. CDFA Agreement Manager will respond in writing via letter, fax or email as to whether the proposed changes are accepted. Any changes to the Scope of Work, Budget, or Agreement term must be approved in writing by CDFA prior to implementation. If approved by CDFA, the agreed upon changes will be made and become part of this Agreement.

17. Memorandum of August 2009

The County agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantined signed by CDFA August 2009. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient will comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291 and as follows:

1. Civil Rights

The Recipient will comply with civil rights standards which may be prescribed pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order 11246; and
- G. Americans with Disabilities Act, Public Law (P.L.) 101-366.

2. Labor Standards

The Recipient will comply with labor standards which may be prescribed pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5, 1926.

3. Environmental Standards

The Recipient will comply with environmental standards which may be prescribed pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

4. Single Audit Act Amendments of 1996

The Recipient will comply with single audit act requirements which may be prescribed pursuant to the following:

- A. Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

5. Drug-Free Environment

The Recipient will comply with drug-free environment standards which may be prescribed pursuant to the following:

- A. §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

6. Lobbying Restrictions

The Recipient will comply with lobbying restriction standards which may be prescribed pursuant to the following:

- A. Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 7 CFR Part 3018.

7. Intergovernmental Review

The Recipient will comply with intergovernmental review standards which may be prescribed pursuant to the following:

- A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

8. Confidentiality

The Recipient will comply with confidentiality standards which may be prescribed pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 3019; and
- B. Privacy Act, 5 USC 552a.

9. Conservation in Procurement

The Recipient will comply with procurement standards which may be prescribed pursuant to the following:

- A. Resource Conservation and Recovery Act, 42 USC 6962 and Executive Order 12873, as implemented at 40 CFR Part 247.

10. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals will comply with debarment and suspension standards which may be prescribed pursuant to the following:

- A. Executive Order 12549, as implemented at Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

The Recipient will further agree to provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances; and will require recipients of lower-tier covered transactions under this Agreement to similarly certify (Executive Order 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities).

11. Crimes and Prohibited Activities

The Recipient will comply with crimes and prohibited activities standards which may be prescribed pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

12. Biosafety in Laboratories

The Recipient will comply with laboratory biosafety standards which may be prescribed pursuant to the following:

- A. *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

13. Conflicts of Interest

The Recipient will comply with conflict of interest standards which may be prescribed pursuant to the following:

- A. Agency implementations, i.e., 45 CFR Part 94; and OMB Circular A-21.

14. Patents and Copyrights

The Recipient will comply with patent and copyright standards which may be prescribed pursuant to the following:

- A. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401.

The Recipient agrees that CDFA and the United States Department of Agriculture (USDA) will have the right to use any copyrighted material or trademarks developed under this Agreement without royalty and may do so in cooperation with other public agencies.

The Recipient agrees that the results of this project may be published by USDA, CDFA or by appropriate contractors or cooperators as mutually agreed.

15. Care and Use of Laboratory Animals

The Recipient will comply with the care and use of laboratory animal standards which may be prescribed pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR Sub Chapter A, Parts 1-4.

16. Seat Belt Use

The Recipient will comply with seat belt use standards which may be prescribed pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-03);
- B. Government Organization and Employees Act as amended (5 USC 7902(c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (Executive Order 13043).

17. All Other Federal Laws

The Recipient will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291.